

XEIAD Trade Union Recognition Agreement with Transport Salaried Staffs'  
Association (TSSA )

1. SCOPE OF THE AGREEMENT

- 1.1. This agreement is to provide formal recognition rights to the TSSA Trade Union for a defined population within the Rail Sector of XEIAD. Subject to the terms of this agreement, the TSSA will be recognised for the purposes of collective bargaining on Pay and terms and conditions and additionally for representation of members on personal cases.
- 1.2. This agreement covers all employees within the **Rail Sector** which is defined as those working predominantly (>90%) on Rail sector contracts from Band A to Band C and any other groups of individuals that are agreed between XEIAD and TSSA may also be included at a later date.
- 1.3.. New starters in the Rail Sector of Xeiad will automatically be included in the Collectively Bargained population. TSSA will have access to new staff. The Company will inform new and existing employees in the Rail Sector of this agreement and provide information about the Union as part of their induction procedure.
- 1.4. This agreement establishes a framework for negotiation, consultation and collective bargaining including facilities arrangements. This will be dealt with through a 2-level structure:
  - i. A Company Council encompassing staff within the Rail Sector and the TSSA.
  - ii. Local meetings at Regional LevelMatters will be dealt with at the lowest level possible.

2. SPIRIT AND INTENT OF THE AGREEMENT

- 2.1 Both the Company and the TSSA agree to work together in line with the Company's values and with trust, integrity, openness and honesty to create an employee relations climate that supports the Company's business objectives.
- 2.2 The Company and the TSSA also agree to work together to maintain regular communication and to ensure that any matters of disagreement are resolved swiftly at the lowest level and where possible without reference to external agencies or bodies, e.g. ACAS.
- 2.3 The Company and the TSSA agree that it is a joint responsibility to ensure that the principles of this Agreement are implemented.
- 2.4 The Company operates in a fast moving and competitive market. The TSSA recognises the right of the Company to manage its business and accept that changes in technology/customer requirements or demands of the business may require changes to working practices and/or staffing levels to enable the Company to remain competitive. The Company commits to fully consulting with the TSSA where any proposed change(s) will have an impact upon employees.

- 2.5 The Company recognises the value and importance of Trade Unions and welcomes their involvement. The Company recognises the right of any employee to join a trade union and will provide appropriate support to the Union in recruiting new members. The Company recognises the right of the union to exercise their functions in the interests of their members.
- 2.6 To meet changing conditions, the TSSA accepts that employees may need to be trained to undertake different roles (multi-skilling) and may need to be redeployed to other parts of the Company's operation. The Company will ensure that TSSA and individual members are fully consulted prior to any significant changes being implemented.
- 2.7 The Company is committed to continuous improvement and is a performance-driven organisation. The TSSA agree to work with the Company in facilitating employee acceptance of changes in technology and working practices, where the Union believes that these changes are in the interests of workers.
- 2.8 The Company accepts that it has a responsibility to the recognised trade union and to individual employees to ensure that employees receive such training and development as appropriate including enabling them to adapt to new technology and to changes in working practices. TSSA will work with the Company recognising the need to maintain and secure its competitive position. The company also believes that employees who are effectively trained are also likely to be well motivated, to realise their true individual potential and to make the greatest contribution in helping the company maintain and secure its competitive position.
- 2.9 Other company initiatives, including but not limited to, Employer of Choice, Investors in People (IIP), etc. will be communicated to staff outside of this agreement via internal forums. Where appropriate, advance information will be provided to TSSA and union representatives.
- 2.10 The Company believes in open and effective communication involving all employees and intends to maintain such communication with all employees through its internal forums in addition to working with the TSSA in implementing this Agreement.
- 2.11 The TSSA acknowledges that the commercial success of the Company is of benefit to their members and agree to support the Company in achieving its business objectives.

### 3. STATUS OF THE AGREEMENT

- 3.1 The Company and the TSSA accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

### 4 TRADE UNION MEMBERSHIP

- 4.1 The Company recognises the right of employees working in the Rail Sector to be a member of a trade union, and will facilitate the TSSA's

representatives with appropriate access to all non-members and new employees to explain the benefits of Trade Union membership.

- 4.2 The Company will inform employees when they are employed that the Company recognises the TSSA trade union and will pass on any employee's name, work location and work contact details to the Union to facilitate contact within a month or as soon as practicable thereafter.

## 5 CHECK OFF

- 5.1 If required the Company will, provided the relevant employees consent to the same in writing for the purposes of section 13 Employment Rights Act 1996, deduct Union membership fees from the employees who are Union members and remit payment direct to the relevant Unions.

## 6 EQUAL OPPORTUNITIES

- 6.1.6 All parties to this Agreement are committed to promote equal opportunity and recognise the statutory rights of employees to be free from discrimination based on their age, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race including colour, nationality, ethnic or national origin, religion or belief, or sex.

The Company will apply this principle to the way it treats and deals with all employees in relation to all matters, including terms and conditions of employment, the provision of work and access to training and development opportunities.

## 7 REPRESENTATION

- 7.1 The Union will furnish the Company with details of locally elected representatives as soon as possible but in any event by no later than 14 days after their election and will inform the Company in writing of any subsequent changes as soon as possible but in any event by no later than 14 days after their election.
- 7.2 During the nomination period for representative vacancies the Company will provide appropriate facilities to support this process.
- 7.3 Where elections are necessary to appoint local representatives, the Company will provide appropriate facilities to hold elections and to announce ballot results.
- 7.4 The Company will actively support the appointment and training of local representatives and will seek to discuss and resolve matters at this level.
- 7.5 Where resolution is not possible at local (Regional) level this will be progressed to the Company Council.
- 7.6 An accredited representative of the Union is an employee who has been duly appointed by the Union to hold office to represent the



Union and staff at any meeting involving issues relating to this agreement. Such appointments will be confirmed by a letter of accreditation from the TSSA to the HR Manager. See Appendix 2 Arrangements for Local Representation.

- 7.7 The responsibilities and role of a Trade Union representative can be found in Appendix 4 attached to this Agreement
- 7.8 Union representatives of whom the Company has been notified in writing will be given appropriate facilities to carry out their responsibilities within their constituency through their immediate manager.
- 7.9 The Company and the Union agree that there shall be a lead representative to cover the Regions across the UK who will be supported where appropriate by local representatives who may be called upon to deputise for a lead representative. The Regions are Rail North (Eastern, Northwest and Central, and Scotland) and Rail South (Southern, Wales and Western). The total number of representatives including lead representatives should broadly reflect the ratio of 1:50 collectively bargained employees. Due consideration will be given to the need to cover geographies.
- 7.10 There should be a minimum of one health and safety representative in each Region, this role can be combined with the role described in 7.9 where necessary.
- 7.1.1 All representatives will receive their normal pay for carrying out their duties applicable to their normal working pattern. No overtime. Lieu time or additional payments will be made and travelling time should be in normal working hours. It is recognised that attendance at Company Council meetings may mean a long day for some representatives; however, it is anticipated that the use of TEAMS (or similar video conferencing) is optimised to reduce unnecessary travel and related fatigue risk.

## 8 COMMUNICATION AND MEETINGS

- 8.1 Matters specific to each Region will be managed locally by the local Manager or Director and with appropriate Union representatives. See Appendix 2.
- 8.2 XEIAD Company Council will take place four times per year to enable feedback on business performance. The purpose of this is to provide a general update on issues and to allow the TSSA to raise any matters that may affect the wider Company.
- 8.3 The Company recognises that, for the TSSA to fully represent members, they will need relevant information to be disclosed. The Company will endeavour to ensure that the Unions receive necessary information in a timely manner.
- 8.4 The Company believes (subject to the need to comply with the Data Protection Act 1998) that such information should be freely and frankly provided and the TSSA accepts that such information may be commercially sensitive and agrees to respect such confidentiality. To

ensure clarity, all information that is commercial in confidence will be identified and jointly agreed.

- 8.5 The Company recognises that, for the TSSA to fully represent members, they will need to hold pre-meetings ahead of any joint meetings (and other joint meetings as appropriate) with all relevant representatives. Facility time will be provided to ensure that these take place. Use of TEAMS and video conferencing is the preferred method for meetings to minimise travel times and impact on business from lost hours.
- 8.6 Additional meetings of the parties to this Agreement, either to escalate matters not resolved at a local level or for matters that may affect the wider Company can be called by the Company or the Union as appropriate and such requests will not be unreasonably refused.
- 8.7 The joint meetings will consist of up to 3 appointed representatives representing the Company. The Union may include local representatives and a full-time officer. The Union will be responsible for the fair and proper election of all representatives.
- 8.8 Prior to any joint meeting the Company will normally circulate 1 week beforehand an agreed agenda and any relevant paperwork. Following joint meetings, the Company will normally circulate within 14 days to all members a draft set of minutes in summary form recording the discussions which took place and the Union will review and agree these draft minutes within 14 days following which the minutes will be deemed to be formally agreed. Minutes will need to be agreed by the Union to constitute a formal written record of the meeting. Minutes will include a summary of actions identifying who is responsible and an agreed timescale for actions to be dealt with.

## 9 NEGOTIATING PROCEDURES

- 9.1 As part of its agreement to recognise and work with the Union the Company agrees to negotiate with the TSSA in respect of all employees recognised by them on issues relating to employees' pay and terms and conditions.
- 9.2 Such negotiations will be conducted by the Company's Managing Director or their nominee together with any other appropriate individuals and the TSSA will be represented in such negotiations by elected Union representatives together or agreed nominees with the external full-time officials of the Union. These arrangements will be in line with those outlined in paragraph 8.6.
- 9.3 To enable effective bargaining to take place in relation to pay the Company will provide appropriate financial information (as required by law but subject to the need to comply with the Data Protection Act 2018 (GDPR)) to the Union. Such information is likely to be commercially sensitive and the Union agrees that they will maintain the confidentiality of such information.

## 10 CONSULTATION

- 10.1 Consultation for the Rail Sector within XEAD will take place at the appropriate organisational level.
- 10.2 Consultation will be built upon the foundations of open communication, trust and mutual respect of the views of all who are party to this agreement.
- 10.3 For consultation to be genuine, it must achieve the following:
- Take place with the Union when any proposal is at a formative stage and prior to any decision being taken
  - Ensure that full, appropriate, and adequate information is provided to the Union in a timely manner
  - Ensure that the Union can formulate a considered view and to respond including consultation with those members affected.
  - Ensure that the Union's views, including any alternative proposals, are genuinely considered by the Company with a view to reaching agreement.

All parties acknowledge that the above principles need to be balanced against issues of commercial confidentiality.

- 10.4 As part of this, the Company will:
- Provide clear reasons for change and to hold dialogue with a view to gaining agreement on the issues involved
  - Ensure the objectives of consultation are fully understood at the outset
  - Explore alternative approaches to achieving its' objective(s)
  - Give proper consideration to alternative proposals and, when unachievable, provide objective reasons
  - Treat each person's view and opinion with respect
  - Provide adequate time for the consideration of proposals and alternative approaches.
- 10.5 The parties to this agreement commit to appropriate consultation of the employment implications of the following issues which arise on a collective basis:
- Redundancy
  - Pensions
  - Organisation of work
  - Redeployment
  - TUPE
  - Health and safety
  - Where consultation rights are enshrined in law these will be respected.
  - A number of these areas may also be part of any formal negotiation process.
- This list is not exhaustive.
- 10.6 In relation to Health and safety issues there will be a separate Health & Safety Committee/Forum.



## 11 CONDUCT AND BEHAVIOURS AT JOINT MEETINGS

- 11.1 All parties to this agreement are committed to building constructive working relationships, and it is agreed that the following conduct will form the basis of good working relationships:
- Treating each person's view and opinion with respect.
  - Engagement with other viewpoints.
  - Behaving with integrity.
  - Taking a constructive approach.
  - Resolving any issues at the earliest opportunity
  - Recognising that confidentiality, where mutually agreed, is paramount.
- 11.2 Where the Company or the Union consider these behaviours have been breached then it is reasonable for either side to raise concerns and to seek a resolution.

## 12 DISPUTE RESOLUTION (COLLECTIVE PROCEDURE)


- 12.1 Consistent with the underlying principles of this Agreement, the parties believe that virtually all differences can be resolved without resorting to the procedure set out below. However, both the Company and the Union recognise that issues may arise from time to time which are more likely to be resolved amicably if there is a defined Dispute Resolution Procedure. To that end, both parties have agreed that the following procedure (which by joint agreement may be applied in full or in part) shall be used to solve Collective issues.
- 12.2 In operating the following procedure parties to the Agreement agree to work in accordance with the principles of this Agreement.
- 12.3 Individual grievances fall outside the scope of the following procedure and will be dealt with under the terms of the Company's existing employee grievance procedure.
- 12.4 The dispute procedure has a number of stages as follows:
- Stage 1
- When more than one employee has the same issue of concern then one of them and/or the union representative on behalf of the others should approach their immediate Supervisor/Manager to discuss the issue and attempt to resolve it.
- Stage 2
- If the issue still remains unresolved following Stage 1 the matter may be referred by the Union representative in writing to the Human Resources Manager and Trade Union Full Time Officer specifying the nature of the issue. The Company will review the issue and provide its response to the Union representative within a maximum 14-day period unless otherwise agreed by both parties.
- Stage 3
- Unresolved issues will be raised at the next scheduled Company Council or if the issue is of an urgent nature a meeting should be scheduled with appropriate representatives from the Trade union and HR.


Stage 4

Where both parties agree, unresolved issues will be raised with ACAS which will act as a mediator in an attempt to find a mutually acceptable solution to the issues which remain outstanding. Although for the avoidance of doubt the disputes procedure set out above has a number of stages both parties agree to resolve differences as quickly as possible.

13 VARIATION AND TERMINATION

13.1 This Agreement may be varied at any time with the consent of both the Company and the Union. The Agreement may be terminated by either the Company or the Union giving to the other six months' written notice. During the period of notice this agreement will still apply.

  
Signed ..... Date 27/07/2023  
**Paul Capener Managing Director XEIAD**

  
Signed ..... Date 06/03/23  
**Transport Salaried Staffs' Association**



## 14 APPENDIX 1

The Union party to this agreement:

The Transport Salaried Staffs' Association

XEIAD areas covered by this agreement are:

The Rail Sector (as defined in 1.2)

## 15 APPENDIX 2

### ARRANGEMENTS FOR LOCAL AND LEAD REPRESENTATIVES

#### 15.1 General Principle

The general principle underlying is that matters and questions should be discussed and decided at the most local level possible.

#### 15.2 Elections

Candidates for election as local representatives will be as per the rules of the appropriate Union.

Local representatives will be confirmed as accredited by the full time official of the TSSA Trade Union. This will be in writing to the Company HR Manager as soon as possible after the election but within 14 days.

#### 15.3 Process and Purpose

There will be a minimum of four joint Company Council meetings per annum unless otherwise agreed by all parties. Attendees at the Joint Company Council meetings would be the Managing Director, HR Manager, Union official and Lead Union representative, and representatives from the Company and Management teams as appropriate. A timetable of dates for the upcoming years meetings should be agreed as soon as the XEIAD Board meeting schedule has been finalised for that year. The first meeting of each year may need to be arranged in advance of that.

In addition, local meetings may take place as required. It is anticipated that attendees at these meetings would be the local Managers or Directors and the local Union representatives. The aspiration being that these meetings will take place at least a month prior to the Company Council meetings.

Matters for consultation between local representatives and the local manager may include:

- local performance and business developments
- revised working methods and arrangements
- re-organisations within the area of local management control
- the local effects of wider re-organisations; in such instances the local representative may be accompanied by the full time official if requested.

A matter of concern only affecting an individual employee shall not be raised through this procedure but through the individual grievance procedure.

#### 15.4 Administration

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Meetings between local representatives and the local manager will take place as and when necessary, within seven days of a request for a meeting unless otherwise agreed.

## 16 APPENDIX 3 - FACILITY TIME AND FACILITIES

### 16.1 Union Representatives

Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this Agreement. Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off as per 7.11. No overtime, lieu or travelling time will be paid.

Subject to reasonable prior notice and the consent of the Company, which shall not unreasonably be withheld, Union representatives will be permitted reasonable time off during working hours for the purpose of taking part in Union activity. This time off may be paid or unpaid depending on the nature of the Union activity.

Time off will include the holding of pre-meetings ahead of the joint meetings (and other joint meetings as appropriate) with all relevant representatives.

All full or half days of time off should be requested in advance using the appropriate booking system.

All time off should be recorded on timesheets as non-chargeable time with 'Union duties' marked in the comments section.

The Company agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including provision of secure storage space for retention of hard copy documents, notice board; access to confidential telephone, email, and internal mail; reasonable use of equipment such as telephones, computers, photocopiers; reasonable accommodation for meetings and Union education. The usual Company policies in relation to travel expenses and the use of such equipment and facilities will apply.

### 16.2 Member Meetings

Meetings of Union members may be held on the Company's premises outside working hours and there shall be no restriction on the frequency or duration of such meetings except where the premises are under the control of a third party where additional authorisations may be required. Such meetings will be open to all staff members who are members of the Unions taking into account operational and customer requirements

Union meetings may be held on the Company's premises inside working hours provided that prior consent for such meetings shall be obtained from the Company and any third party by the Union. Such consent shall not unreasonably be withheld. The Union shall provide the Company with a timetable of regular Union meetings or, except in exceptional circumstances, give at least one week's notice of the intention to hold a meeting. The usual Company policies, including health and safety policies, in relation to the use of such premises will apply to the meetings referred to in this section.

### 16.3 Training

Subject to the agreement of the Company, Union representatives will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which enable them to carry out their Union duties effectively. Where possible such requests will be made one month in advance of the time required. Requests not made within this timescale will be at the discretion of local management/company HR bearing in mind operational and customer requirements. A copy of the syllabus of the course(s) will be given to the company, and consideration may be given to sending members of the Company's management team on training courses run by the Unions. XEAD will also consider sending representatives on managers training.

## 17 APPENDIX 4- ROLE OF A TU REPRESENTATIVE

17.1 The Company and the TSSA recognise that the industrial relations functions of elected representatives are important duties in addition to their duties as employees of the Company. Their functions and responsibilities are as follows:

- To be responsible to and for a group of members;
- To undertake industrial relations duties operating within the policies of the Union and the Company. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any other matter listed as within the scope of negotiations or consultation in paragraphs 9.1 and 10.5 respectively of this Agreement;
- To seek full Trade Union membership amongst all employees of the Company working in the area and at the level covered by this Agreement;
- To communicate with members and to communicate with management, and with their Union;
- To represent their group of members and the Union at any joint meetings and in other joint negotiating or consultation machinery at local, regional, and national level;
- To meet with other representatives, officials or full-time union officers on matters covered by this Agreement;
- To attend meetings of the Union of which the person is a representative;
- To seek to ensure that agreements are adhered to;
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.
- To uphold the spirit and principles of this Agreement.
- To Undertake training for the role
- For Lead Representatives to advise, buddy and mentor local representatives to carry out their duties.



